

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND (\_\_\_\_\_) FOR  
MANAGEMENT OF CERTAIN BEVERLY HILLS PARKING FACILITIES

OPERATOR: \_\_\_\_\_

PRINCIPAL IN CHARGE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

ATTENTION: \_\_\_\_\_

ADDRESS (CITY): City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attn: Director of Parking Operations

COMMENCEMENT DATE: \_\_\_\_\_

TERMINATION DATE \_\_\_\_\_

CONSIDERATION:

Operator shall assume primary and complete responsibility for all aspects of the daily operation of certain City of Beverly Hills off-street parking garages (itemized below) that are currently owned by the City Parking Authority or the City and operated by the City. Additionally, the Operator shall be responsible for the following:

- Public Gardens Garage at the Montage Hotel  
(241 N. Cannon Drive/240 N. Beverly Drive);
- 450 N. Crescent Drive;
- 9333 W. 3<sup>rd</sup> Street (Pay-on-Foot Revenue Collection Only);
- Invoicing, collection and reporting of all revenue generated from monthly contract parking (for all Facilities, 19 in total). *Note: The Operator shall use their current A/R system for invoicing and reconciliation. During the Term of the Agreement, the City reserves the right to purchase an A/R system; moreover, once purchased and implemented, Operator agrees to utilize the City owned system.*
- 438 N. Beverly Drive/439 N. Cannon Drive (Valet Services: Thursday, Friday, Saturday 9:00 AM until 5:00 PM, labor only; no revenue collection responsibilities);
- Wallis Annenberg Center for the Performing Arts (Valet Services on a per event basis);
- Additional personnel for business exigencies as directed by the City.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND \_\_\_\_\_ FOR  
MANAGEMENT OF THE BEVERLY HILLS PARKING FACILITIES

This Management Agreement (the "Agreement") is made by and between the City of Beverly Hills (the "City"), and \_\_\_\_\_ (the "Operator").

WITNESSETH:

THAT, WHEREAS, City presently owns or controls the parking facilities ("Facilities") and has the authority to contract for the management desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

Operator represents that it is qualified and able to perform the services.

NOW, THEREFORE the parties agree as follows:

**1. Operator's Services.** Operator shall perform the services described in *Exhibit A* in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Operator shall assume primary and complete responsibility for all aspects of the daily operation of the City's off-street parking Facilities, which are itemized herein and are currently owned by the City Parking Authority (the "Authority") or the City and operated by the City.

**2. Term.** The initial term of this Agreement shall be for three (3) years commencing on \_\_\_\_\_ (the "Commencement Date") and continuing through \_\_\_\_\_ (the "Initial Term"), unless terminated earlier. City shall reserve the right to extend the Agreement for two additional terms of one-year each with the same terms and conditions and upon thirty (30) days written notice by the City to the Operator prior to the expiration of the current term.

**3. Compensation.** For the management and operation of the Facilities, Operator shall charge the City a fixed annual management fee that includes Operator's overhead and profit and the cost of all required insurances with the exception of Workers' Compensation insurance, more particularly described in *Exhibit B*. Operator shall be paid the agreed upon fixed annual management fee in twelve equal monthly installments.

Operator shall be reimbursed for the actual direct operating expenses incurred during the month for which they are incurred. The actual direct operating expenses incurred shall not exceed the aggregate total of the approved operating expense budget, set forth and more particularly described in *Exhibit C*, without written consent from the City. Invoices for the agreed upon compensation shall contain supporting documentation in the form of a detailed cost breakdown itemizing all direct operating expenses with sufficient detail to justify the compensation requested.

Operator shall be entitled to compensation for the one-time costs incurred to begin operation and implement a transition plan that identifies the operational activities necessary to begin operation, as set forth and more particularly described in *Exhibit D*.

When directed by the City, Operator shall provide additional labor to handle business exigencies (i.e. valet assist or stacked parking during holiday season, special events, parking for private parties accommodated in a structure, added staff at another facility, etc.) and shall receive compensation on an hourly rate basis, as set forth and more particularly described in *Exhibit E*.

Operator shall provide valet parking services at 438 N. Beverly Drive/439 N. Cannon Drive on Thursday, Friday and Saturday from 9:00 AM until 5:00 PM daily. The Operator will provide labor and supervision for this weekly operation, which requires the Operator to provide the labor only; no revenue is collected for

valet parking at this location. Additionally, when directed by the Annenberg Center for the Performing Arts, Operator shall provide front door valet service for performances, special events and/or private parties to accommodate Annenberg patrons. All cars accepted at the front door shall be parked in the City Facility located at 450 N. Crescent. All work performed with regard to the 438 N. Beverly/439 N. Cannon and Annenberg operations shall be reimbursed by the City. Operator shall invoice the City for each hour of service provided at the agreed upon hourly rate, as set forth and more particularly described in *Exhibit F*.

**4. Bank Deposits.** Operator shall deposit daily, all gross revenue collected from the Facilities into a City bank account. Deposits shall be made by the close of the next business day following the day on which revenue is collected.

**5. Petty Cash Account.** Operator shall maintain a petty cash account to ensure timely deposits of all gross revenue into City bank account. The petty cash account shall also be used to cover all change or replenishment needed for the pay-on-foot devices at the Facilities.

**6. Condition and Use of Premises.** City warrants and represents that, at commencement of and throughout the term, the Facilities shall, at City's expense be kept in good condition and repair for use as parking facilities and be constructed to comply with all laws, regulations, ordinances and codes in effect or which become effective during the term hereof, including the Americans With Disabilities Act of 1990.

City shall not make or construct any improvements or alterations to the Facilities which interfere with vehicle and/or patron access to the Facilities or parking operation, or reduce the number of available parking spaces without prior written notice to the Operator.

**7. License and Permits.** Except as provided herein, Operator shall obtain and pay for all business permits and licenses required to operate by federal, state or local law or regulation, including a Beverly Hills business license.

**8. Independent Contractor.** Operator is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Operator or any of Operator's employees, except as set forth herein. Operator shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

**9. Assignment.** Operator shall not assign or attempt to assign any portion of this Agreement without the prior written approval of City.

**10. Responsible Principal.** The Responsible Principal(s) set forth above shall be principally responsible for Operator's obligations under this Agreement and shall serve as principal liaison between City and Operator. Designation of another Responsible Principal by Operator shall not be made without the prior written consent of City.

**11. Personnel.** Operator represents that it has, or shall secure at its own expense, all personnel required to perform Operator's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

**12. Interests of Operator.** Operator affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Operator.

**13. Insurance.** Operator shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect the following policy or policies:

- a. Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Operator.
- b. Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering vehicles utilized in performing the services required by this Agreement.

- c. Garage Keepers Legal Liability Insurance with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Agreement or shall be at least twice the required per occurrence limit.
- d. Workers' Compensation Insurance as required by the State of California and Employers Liability Insurance with a limit not less than One Million Dollars 1,000,000 per accident.
- e. Operator shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.
- f. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.
- g. Operator agrees that if it does not keep the aforesaid insurance in full force and effect City may immediately terminate this Agreement or, if comparable insurance is available at a reasonable cost, City may procure the necessary insurance and pay at Operator's expense, the premium thereon.
- h. At all times during the term of this Agreement, Operator shall maintain on file with the City Clerk a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts. Operator shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
- i. The insurance provided by Operator shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.
- j. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Operator shall either reduce or eliminate the deductibles or self-insured retentions with respect to City or Operator shall procure a bond guaranteeing payment of losses and expenses.

**14. Indemnification.** Operator agrees to indemnify, defend and hold harmless the City, City Council and each member thereof and every officer, employee and agent of City, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Operator or any person employed by Operator in the performance of this Agreement. The City will not indemnify Operator, and such requests may be deemed non-responsive.

**15. Termination.**

- a. Upon notice to Operator, City may terminate the work or any part thereof immediately for cause, without any prior written notification to Operator.
- b. City may terminate this Agreement or any part thereof without cause, upon thirty (30) days prior written notice to Operator. Operator agrees to cease all work under this Agreement on or before the effective date of such notice.
- c. In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Operator, Operator shall be paid full compensation for all services performed by Operator in an amount to be determined as follows: for work done in accordance with all terms and provisions of this Agreement, Operator shall be paid an amount equal to the amount of services performed prior to the effective date of termination

or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount that would be paid Operator for the full performance of the services required by this Agreement.

**16. City's Responsibility.** City shall provide Operator with all pertinent data, documents, and other requested information as is available for the proper performance of Operator's services.

**17. Information and Documents.** All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of the City. The City may use all or any portion of the work submitted by Operator and compensated by City pursuant to this Agreement as City deems appropriate.

**18. Changes to the Work.** City shall by written notice, initiate any change within the scope of the Agreement. If Operator desires to make any change, Operator shall submit a written request for that change to the City. Any changes shall be made in writing and shall not be initiated unless and/or until approved by both parties.

**19. Notice.** Any notice required to Operator shall be deemed duly and properly given upon delivery, if sent to Operator postage prepaid to the address set forth herein, or personally delivered to Operator at such address or other address specified to City in writing by Operator.

Any notice required to City shall be deemed duly and properly given upon delivery, if sent to City postage prepaid to City's address set forth herein or personally delivered to City at such address or other address specified to Operator in writing by City.

**20. Attorney's Fees.** In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

**21. Entire Agreement.** This Agreement represents the entire integrated agreement between City and Operator and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall be amended only by a written instrument signed by both City and Operator.

**22. Governing Law.** The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

**23. Severability.** Invalidity of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the XX day of XXXXXXXX 20XX at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_ (SEAL,)

City Clerk

Operator:

\_\_\_\_\_

Name

\_\_\_\_\_

Title:

APPROVED AS TO FORM

\_\_\_\_\_

City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_

City Manager

\_\_\_\_\_

\_\_\_\_\_

Risk Manager

## EXHIBIT A – SCOPE OF WORK

The City shall contract for the operation of the Facilities for the activities described herein. The scope of work shall consist of all aspects of operating the Facilities, including but not limited to maintenance, revenue collection and control and staffing.

The Facilities shall be operated and maintained in a manner consistent with that of a First-Class parking operation (e.g. one which upholds quality standards similar to a premium hotel in a major metropolitan market).

1. **Parking Rates and Hours of Operation.** The maximum permissible rates charged at the Facilities are determined by the City Council and all rates are published in the annual schedule of fees and charges. Relevant information regarding each individual Facility is shown in the table below.

Facility/Job Description	Hours of Operation	Rates	Capacity
Public Gardens Garage at the Montage Hotel Structure (Self/Valet) Pay-on-Foot	24/7	\$0.00 first hour \$0.00 second hour \$3.00 per half-hour \$5.00 after 6PM Daily Max. \$22.00 Event: \$8.00 Monthly: \$110.00	Total: 1,164
450 N. Crescent Structure (Self/Valet) Pay-on-Foot	Monday-Saturday 7:00AM -11:00PM Closed Sundays (Hours are subject to change with the opening of the Annenberg Center)	\$1.00 first hour \$1.00 second hour \$3.00 per half-hour \$6.00 Early Bird \$5.00 after 6PM \$22.00 Daily Max. \$75.00 Monthly	Total: 451
9333 W. Third Street Structure (Self Park) Pay-on-Foot	24/7	\$1.00 first hour \$1.00 second hour \$1.00 per half-hour \$5.00 after 6PM Daily Max. \$10.00 Monthly: \$65.00	Total: 549 Fleet: 187
All Locations		Collection, invoicing and reporting of all monthly parking revenue generated.	N/A
438 N. Beverly Drive/439 N. Cannon Drive	Thursday, Friday, Saturday 9:00 AM until 5:00 PM (Hours subject to change at City's discretion)	Valet Services: No revenue collection responsibilities	N/A
Annenberg Theatre for the Performing Arts	As required	Valet Services	N/A

2. **Monthly Parking.** The Facilities are operated as public parking locations with the primary focus being on short-term transient parking for businesses located in the general vicinity of the Facilities. Monthly parking is permitted to the extent that transient parking is not negatively impacted. The City shall authorize the approved number of monthly parking permits and the rate, as set forth in the Schedule of Fees and Charges.
3. **Staffing Requirements** - Upon commencement of the Operating Agreement, the Operator shall provide City with staffing schedules for each Facility that clearly defines the number of proposed employees and corresponding work schedules. Operator shall ensure that all new employees undergo pre-employment background checks prior to commencement of employment. The following are job descriptions of key personnel:
  - a. **General Manager.** Operator shall name a General Manager (“GM”) that will have responsibility for all activities at the Facilities. GM shall work cooperatively with City and all relevant stakeholders. GM will maintain a highly visible presence within the Facilities, including on selected weekends and during periods of heightened activity. GM shall be responsible for overseeing all aspects of the parking operations including but not limited to:

- i. Daily revenue collection and deposits;
- ii. Supervising, planning, and scheduling employee duties;
- iii. Hiring and dismissing employees;
- iv. Evaluating employee performance;
- v. Counseling and disciplining employees;
- vi. Investigating and responding to customer complaints;
- vii. Resolving conflicts;
- viii. Overseeing the operation of the revenue control equipment.

GM shall oversee the removal of cash from the Facilities and ensure that each Facility is adequately staffed at all times. The GM shall recommend operational enhancements and provide revenue forecasts for proposed parking rate adjustments to the City, and ensure that all problems within the Facilities are addressed and corrected.

Should Operator find it necessary or desirable to replace the GM following commencement of the Agreement, the DPWT (Parking Division) staff shall participate in and have the right to approve or reject the selection of a replacement GM.

- b. Parking Manager.** The Parking Manager ("PM") shall support the GM in all aspects of parking facility operations for the Facility they are assigned to manage. Duties shall include but will not be limited to overseeing the administration of the parking office, developing procedures, processing paperwork, planning work schedules, reviewing and approving documents, monitoring employee performance, counseling employees, coordinating employee work activities, counting money, investigating revenue discrepancies, auditing employee and customer use of monthly key cards, ensuring that revenues collected are accurately recorded and properly secured, coordinating bank deposits, reviewing and preparing parking revenue reports, conducting parking facility inspections, responding to customer concerns and complaints and ensuring that their assigned facility is sufficiently staffed at all times.

PM shall also conduct routine inspections of the parking facility on a daily basis. Daily inspections shall be documented in the form of a checklist or log and will be available to City staff upon request. Inspections shall include but not be limited to maintenance, cleanliness, safety hazards, public safety, proper functioning of revenue control equipment, attendant performance and cash and accounting audits.

- c. Customer Service Ambassador.** Beverly Hills is known world-wide as a destination synonymous with luxury and impeccable service. When visitors come to Beverly Hills they expect to be greeted by a friendly face that will go the extra mile to assist every need they may have. The Customer Service Ambassador will be responsible for supporting the PM in all aspects of customer service for the Facility they are assigned. Duties shall include but will not be limited to handling customer inquiries and complaints, assisting customers with the payment of parking fees at the automatic payment machines, completing incident reports and acting as an ambassador for the Facility.
- d. Maintenance Attendant -** The Maintenance Attendant ("MA") shall clean and maintain the Facility on a daily basis. The MA responsibilities shall include, but will not be limited to daily sweeping garage parking levels, including the entrance and exit ramps, picking up trash and debris, sweeping, policing and mopping the garage stairwells, cleaning and maintaining the area immediately surrounding the elevator vestibules, escalator core, and parking office, emptying waste baskets, cleaning and emptying ashtrays, touch-up painting, directing traffic and periodic placement and removal of directional sign stands and rubber traffic cones (weighing up to 25 pounds). This MA may interact with the public at times, by directing traffic and answering questions.

- 4. Employee Training and Development -** Operator shall provide a formal training program for all new hires to develop their skills and abilities for achieving quality work performance. The program should involve classroom and field instruction, encourage employee participation and closely

resemble the Beverly Hills Conference and Visitors Bureau Ambassador Program. Operator's training program shall include but not be limited to cashier training, reporting procedures, maintenance and safety standards and inspections, ticket transactions, professional conduct, customer service and effective communication techniques, dispute handling, emergency, and safety procedures and security measures. Operator shall provide refresher training courses to existing employees every six months and submit a copy of their proposed Training Program.

5. **Employee Quality of Service** - Operator shall maintain the highest degree and standards of courtesy on the part of its employees. Employees shall perform assigned duties in an orderly and professional manner. Employees will be able to communicate effectively in English, be respectful of others and not engage in profanity or unsafe or illegal behavior.
6. **Uniforms and Appearance** - Operator shall furnish all employees with uniforms acceptable to the City consisting of a jacket, shirt, and full-length pants. Employees will be attired in clean uniforms bearing the City of Beverly Hills Shield stating: "as Operated by (Operator's name)", and be well-groomed at all times while on duty. Employees shall wear name tags to clearly identify themselves to the public and City staff.
7. **Required Equipment.** Prior to the commencement of parking operations, the selected Operator shall purchase certain equipment and supplies required to operate the Facilities in a manner consistent with that of a First-Class operation, as detailed below:

- a. **Parking Management Office.** The Facilities each contain a Parking Management Office with the exception of the SM-1 through SM-5 locations. The selected Operator shall outfit each office with adequate resources that include but will not limited to the following: furniture, personal computers, printers, telephones, safe(s), facsimile machine, photocopy machine, time clock and any other equipment or materials necessary to effectively administer the operation of the Facilities.

In some instances individual offices may be partially equipped with items owned by the City, such items shall be inventoried, utilized by the Operator and remain as property of the City upon termination of the Agreement.

8. **Telecommunications Equipment.** Operator shall be responsible for the provision of at least one business telephone for the Parking Management Office, and for telecommunication services for the Facilities, the cost of which shall be considered an operating expense; however, long distance telephone charges will not be reimbursed by the City. All telecommunication equipment shall be operational during regular hours of operation and remain as property of the City upon termination of the Agreement.

Operator shall be required to obtain two-way radios or similar devices to facilitate communications between managers, supervisors, and parking staff. Costs associated with the two-way radios shall be considered an operating expense. Radios will remain as property of the City upon termination of the Agreement.

9. **Elevator and Escalator Core.** Regular pedestrian ingress and egress to the Facilities is through either an elevator or escalator core with landings on each floor of the individual Facilities and/or retail areas. Maintenance and repair of the escalators, elevators, light fixtures and art work within the elevator lobbies and escalator landing areas shall be provided by the City and therefore, shall not be included in the Operator's scope of services.
10. **Security Services.** The Operator is not responsible for providing security services or to engage a qualified third-party firm for such services. However, Operator shall maintain a presence at each individual Facility, and notify City whenever problems or unusual circumstances occur regarding security and/or security equipment at any of the Facilities.
11. **Maintenance Services.** Operator shall maintain the Facilities in good order, condition and repair consistent with that of a First-Class parking operation. Responsibilities shall include but will not be limited to the following:

- i. **Cleaning.** Operator shall remove all papers, debris, refuse and surface waters and thoroughly sweep paved areas on a daily basis. Stairwells will be swept and cleaned on a daily basis. No garbage or trash will be permitted to accumulate, except in covered containers of a type approved by the City. Operator will provide for regular trash collection services so as to maintain a clean and safe environment within the garage. Trash receptacles will be cleaned and oil and grease deposits will be removed from the parking surface, as needed.
- ii. **Power Sweeping.** Power sweeping shall be performed at the direction of the City, and the Operator shall be reimbursed for any direct expenses incurred.
- iii. **Steam Cleaning.** Steam cleaning shall be performed at the direction of the City, and the Operator shall be reimbursed by the City for any direct expenses incurred for this action.
- iv. **Entrance/Exit Plaza.** Operator shall maintain, repair, and replace parking area entrance, exit and directional signs, markers and lights required for safety. Operator will periodically paint curbs within the Facilities to maintain a clean appearance. All work described shall be subject to the approval of the City, and will be reimbursed for the direct expenses incurred before installation.
- v. **Lighting.** The City shall clean lighting fixtures, re-lamp and re-ballast on an as needed basis. Facilities will remain lighted for security purposes seven days per week, 365-days per year, and lighting will be uniformly distributed throughout the Facilities. Operator shall notify City whenever problems, unusual circumstances or outages occur at any of the Facilities.
- vi. **Graffiti Removal.** The City shall remove graffiti from the Facilities and paint and/or touch up garage surfaces and fixtures, as necessary. Operator shall notify City whenever problems or unusual circumstances occur at any of the Facilities.
- vii. **Fire Alarm Monitoring.** The City shall maintain and oversee the operation of the fire alarm system within each individual Facility (if applicable). Operator shall notify City whenever problems or unusual circumstances occur at any of the Facilities.
- viii. **Exhaust Maintenance.** Operator shall maintain and oversee the operation of the exhaust system within each individual Facility (if applicable). All work performed will be reimbursed for the direct expenses incurred.
- ix. **Other Services.** City reserves the right to request Operator to perform other services in special circumstances; the initial cost of which shall be assumed by the Operator. The direct expenses incurred for these services shall be reimbursed for the month incurred upon presentation of substantiating invoices and prior written approval by the City to perform said services, at an agreed-upon price. Such services may include but will not be limited to the purchase of equipment and supplies, installation of materials and equipment and performance of special maintenance activities in connection with the Facilities.

Should the Facilities not be properly maintained per Section 5(p), the City reserves the right to clean the Facilities and perform repairs and general maintenance, after reasonable notice and opportunity to cure? The costs of these services will be deducted from the monthly compensation due to Operator.

- 12. Parking Access and Revenue Control System (“PARCS”).** Operator shall oversee the operation of the PARCS daily and also work closely with the City and their parking equipment service provider Sentry Control Systems (the “Contractor”), to ensure the PARCS are fully operational. Operator shall monitor the service and repair of the equipment, including recording the removal of equipment and/or parts and maintaining an accurate spare parts inventory.

Operator and its personnel shall be trained in the proper use of the PARCS and related software, and maintain the ability to generate comprehensive reports including the following, and any other reports requested by the City:

- Daily event log;
- Shift reports;
- POF reports;
- Transaction reports;
- Credit card reports;
- Exception reports;
- Validation reports;
- Outstanding ticket reports;
- Daily and monthly summary reports;
- Activity and use report.

City shall have access to the parking equipment at all times and will enter into a maintenance service agreement with Contractor for preventative maintenance and emergency service. All work performed with regard to the preventive maintenance agreement shall be reimbursed for the direct expenses incurred. Operator shall be financially responsible for any damages that occur to the equipment due to Operator negligence.

**13. Signage.** Operator shall clean, maintain, re-lamp and repair all existing signs in the Facilities, including parking rate signs, directional and other signage related to parking functions. Operator will not be responsible for directional signage pertaining to the elevator and escalator core, pedestrian only landing areas and elevator lobbies. Operator may be required to provide additional signage in the Facilities from time to time, at the City's expense, subject to the approval of the City before installation. All work will be performed at the direction of the City will be reimbursed for the direct expenses incurred.

**14. General Requirements.** Operator shall abide by the stated general requirements throughout the term of the Agreement. General requirements include but will not be limited to the following:

- a. Operations Office.** A central office and records retention area shall be provided by the City (if not available within the Facilities). Operator shall maintain 24-hour telephone service for emergency contact. Emergency contact information shall be available to the DPWT (Parking Division). Operator shall answer the emergency number at all times, respond to any call within 30 minutes and notify DPWT (Parking Division) if and when the Emergency number is changed.
- b. Reserved Spaces.** No spaces shall be reserved for certain patrons or businesses without prior written approval by the City, with the exception of the reserved parking spaces for the Montage Hotel.
- c. Restriction on Use.** Operator, in its operation of the Facilities, shall be subject to all orders, directions or conditions issued by the City and all Federal, State, and Municipal Laws, Regulations and Codes. Other uses, including but not limited to the storage of vehicles, film permit related usage, public and private events and retail or wholesale commercial activities are permissible only with a written request to and advance approval by the City.
- d. Improvements and Alterations.** No improvements, structures, facilities, alterations or additions shall be made to or upon a Facility by the Operator without the prior written consent of the DPWT (Parking Division).
- e. Non-Parking Revenues.** Operator shall not enter into any agreements concerning non-parking uses of the Facilities without the prior written consent of the DPWT (Parking Division). Non-parking uses shall include but will not be limited to product promotions, commercial advertising on City property or on ticket stock. Revenue generated by such non-parking uses shall be identified and reported monthly as revenue from the Facilities.

**EXHIBIT B – FIXED MANAGEMENT FEE**

From the execution of the Agreement, the Operator shall receive a fixed annual management fee that includes Operator's overhead and profit, the cost of all required insurances with the exception of Workers' Compensation insurance, more particularly described as follows:

Year	Monthly	Annual
One	\$	\$
Two		
Three		
Total		
Option Year One		
Option Year Two		

Operator shall also be reimbursed by the City for the operation of the Facilities, for all direct operating expenses incurred, as detailed in the consolidated operating expense budget.

Invoices submitted for direct operating expenses shall not exceed the aggregate total of the approved operating expense budget, without written consent from the City.

**EXHIBIT C – OPERATING EXPENSE BUDGET**

*Operator shall complete the Excel file provided with the RFP. As part of their submittal package, Operator is required to submit a completed Excel file detailing their three-year cost proposal and two option years to operate and manage the City Facilities.*

**EXHIBIT D – PROPOSED START-UP BUDGET**

The Operator shall receive one-time compensation of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) from the City for the proposed start-up costs, as detailed below.

Start-up Budget	
Labor	\$ XX
Staff Recruitment	
Pre-Employment Background/Drug Screening	
Training	
Other (list expenses by line-item below)	
Total Cost (proposed)	\$XX

*Note: The proposed cost of the Start-up Budget shall also be included on the line provided in the Operator's proposed operating budget (Form B). In addition to the proposed start-up budget, Operator shall provide a written Transition Plan*

**EXHIBIT E – HOURLY RATE FOR ADDED SERVICES**

When directed by the City, Operator shall provide additional labor to handle business exigencies (i.e. valet assist or stacked parking during holiday season, special events, parking for private parties accommodated in a structure, added staff at another facility, etc.) and shall receive compensation from the City for the Operator's personnel for the personnel costs proposed as follows:

Personnel	Hourly Rate	Labor Burden	Liability Insurance	Uniforms	Overhead Profit	Total
Supervisor	\$ 00.00	\$ 00.00	\$ 00.00	\$ 00.00	\$ 00.00	\$ 00.00
Attendant						
Cashier						

**EXHIBIT F – HOURLY RATE FOR VALET SERVICES**

Operator shall provide valet parking services at 438 N. Beverly Drive/439 N. Cannon Drive on Thursday, Friday and Saturday from 9:00 AM until 5:00 PM daily. The Operator will provide labor and supervision for this weekly operation, which requires the Operator to provide the labor only; no revenue is collected for valet parking at this location.

Additionally, when directed by the Annenberg Center for the Performing Arts, Operator shall provide front door valet service for performances, special events and/or private parties to accommodate Annenberg patrons. All cars accepted at the front door shall be parked in the City Facility located at 450 N. Crescent.

All work performed with regard to the 438 N. Beverly/439 N. Cannon and Annenberg operations shall be reimbursed by the City. Operator shall invoice the City for each hour of service provided at the agreed upon hourly rate proposed below, which shall include the Operator's overhead, profit and the cost of all required insurances including Worker's Compensation.

Personnel	Hourly Rate
Supervisor	\$ 00.00
Attendant	